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Where it was proved in a criminal case that the bailiff who had the jury in charge, and who had testified on the trial for the state, was with the jury in their room the greater part of the time while they were deliberating on their verdict, and no explanation was made of the presence of the officer, and the state did not show the prisoner's rights were not prejudiced thereby: *held*, that the verdict should be set aside and a new trial granted, 9.
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Effect of delivery of deed, 336.
Where a deed absolute on its face is executed, and at the same time the grantee executes to the grantor a defeasance, if, subsequently, upon a new and valid consideration between the parties, the grantor voluntarily surrenders to the grantee such defeasance for cancellation, the title of the grantee is thereby rendered absolute and discharged of all conditions. Wilson v. Carpenter, 367.
In Illinois there can be no recovery in an action of covenant for breach of the covenant of warranty, in a case where the land conveyed is and ever has been vacant and unoccupied, without showing more than an existing paramount title in another. There must be an eviction actual or constructive. Scott v. Kirkendall 386.
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DECLARATION.
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DECLARATIONS.
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[See ESTOPPEL.]

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EQUITY PRACTICE.

[See PLEADING AND PRACTICE.]

ESTOPPEL.

Where, at an administrator's sale, the auctioneer proclaimed that the property offered was clear of dower, and the widow of the deceased was present and made no objection, although of the opinion that she had an interest in the property. *Held*, that she was estopped from afterwards setting up her claim against the innocent purchaser. Hart v. Giles, 47.

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A mortgaged estate may be levied upon in the same manner as if it were not so incumbered, 298.
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Right of administrator to sell land fraudulently conveyed by intestate. Bebee v. Soutter, 466.
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Effect of foreclosure of property insured; interest of lienor and trustee, 355.
A condition in a policy of insurance which, declares that in everything to the effecting of the insurance, the agent who procures it shall be deemed the agent of the insured and not of the insurer, is void. Planters' Ins. Co. v. Myers, 369.
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FRAUDULENT CONVEYANCES.
Fraudulent conveyance made to wife, 63,
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FRAUDULENT CONVEYANCES—Continued.

Any creditor of the estate, having the right to enforce payment of his claim against the estate, may, however, file a bill and have the fraudulent conveyance set aside and the real estate sold by the administrator. Ibid.

FRAUDULENT REPRESENTATIONS.

Creditor who demands security from debtor, not liable for latter's fraud in obtaining it, 19.

Representations as to value of property and solvency of party, when actionable; when rule *caveat emptor* applies, 137.

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FRAUDULENT SALES.

[See FRAUDULENT CONVEYANCES.]

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Money lent to pay a bet on a horse race is not "money knowingly lent or advanced for gaming," within the English statute as to gaming, 161.

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When a negotiable promissory note is transferred by indorsement, after maturity, legal title is vested in indorsee; and amount due on note can not be garnished in the hands of maker, whether he has notice of the transfer or not, as a debt due to the original holder, 378.

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[See also SURETIES.]

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Of payment of attorney's fees, 176.

Contemporaneous and subsequent guarantees have the same contract force, and differ only as to what considerations sustain them, 419.

GUARDIAN AND WARD.

Proceeding by wards to compel guardian to account; effect of death of latter pending appeal, 18.

Effect of irregularities in guardian's sales, 355.

Suit may be brought on additional bond of guardian before original bond is exhausted, 358.

HABEAS CORPUS.

Petitioner refused to do service as a juror in the criminal court, claiming exemption under a statute of the state, in having served seven years as a fire warden. The trial judge committed him for contempt. *Held*, that though he was legally exempt, yet he was not entitled to relief by *habeas corpus*. *Ex parte* Goodin, 327.

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Public road; obstruction; dedication; acquiescence, 87.

Dedication of land to public: what acceptance necessary, 58.

Highways by limitation or adverse user, 123.

Dedication to public use, 238.

Person who does not own land adjoining can not appeal from decision of commissioner of highways in laying out a new road, 257.

Opinions of experts as to sufficiency of highway, inadmissible, 258.

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Rights of widow and minor children under Missouri statute, 58.

Forced sales under mortgages on homesteads; article by Hon. Wm. Archer Cocke, 103.

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Trespass against sheriff for selling exempt property; construction of Illinois statute, 136.

Homestead exemption does not extend to proceeds of sale under execution or deed of trust, 217, 285.

Personalty exempt from execution for purchase-money, 233.

A horse and wagon owned by the debtor, but not personally used by him in obtaining the support of his family, being used by another party who shared with the debtor the profit of their use, exempt. Washburn v. Goodheart, 248.

A McCormack reaper and mower, exempt under Kansas statute as a "farming utensil," 275.

Duty of debtor to make selection, 297.

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Abandonment of, 394.

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Abandonment of homestead not presumed from absence, 419.

Acquiring new home; abandonment of homestead, 478.

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How should dower and homestead be assigned under Illinois statute? Query, 260; answer, 379.

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HOMICIDE.

[See also CRIMINAL LAW AND PROCEDURE; CRIMINAL EVIDENCE.]

That improper treatment contributed to death does not excuse, 21.

Insanity as a defense; degree of proof necessary; expert evidence, 152.

Emotional insanity: reasonable doubt, 158.

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HUSBAND AND WIFE.

[See also DIVORCE; MARRIAGE.]

Separate estate of wife; what words necessary to create; power to charge by execution of note by wife to husband, 78.

When defective deed of married woman may be reformed, 79,

A husband being at the time free from debt, and without the contemplation of bankruptcy, conveyed certain lands to his wife to her separate use free from his control. The deed reserved to the husband a power of revocation in whole or in part, and a power of appointment to any uses or persons as he might designate either by deed or will. Three years later he became a bankrupt. *Held*, that the settlement would be upheld as against the assignee in bankruptcy. Jones v. Clifton, 89.

The omission in a voluntary settlement to insert a power of revocation, will subject the settlement to suspicion in a court of equity. Ibid.

When a settlement is made by a husband free from debt —when it is induced by no fraudulent motive—when it makes no more than a reasonable provision for the wife —when it conveys *any* benefit to her, a court of equity will uphold it. Ibid.

Possession of realty by wife, possession by husband, 96.

Certificate, by a commissioner under Tennessee code, of the acknowledgment or privy examination of a married woman to her deed or mortgage, which omits the words "and having been examined," is fatally defective, and the deed is void. Elliett v. Richardson, with note by Hon. J. O. Pierce, 146.

Reformation of the deed of a married woman; article by "Testudo," 182.

Criticism of this article, 434.

Contracts between husband and wife under Michigan statute, 232.

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The county court of Greene county, without a vote of the people, by order of June 20, 1870, subscribed $400,000 to the capital stock of Kansas City & Memphis Railroad Company. Order modified October 4, 1870, so as to make subscription to Hannibal & St. Joseph Railroad Company, to aid in building the K. C. & M. R. R. April, 1871, order made rescinding former orders, and in July, 1871, order rescinding the rescinding order of April, 1871, and bonds issued, payable to H. & St. Joe R. R. Co. as bearers: *Held*, that as there was no acceptance by the latter company of the subscription, there was neither a contract nor a consideration for one, and that it was incompetent for the K. C. & M. R. R. Co. to accept the subscription. Ibid.

The consolidation of the Kansas City & Cameron Railroad Co., formerly Kansas City, Galveston & Lake Superior R. R. Co., under act of March 11, 1867, "upon such terms as may be deemed just and proper." with H. & St. Joe R. R. Co. did not operate to transfer to the latter company the franchises and unexecuted rights of former companies, so as to authorize a subscription to be made to H. & St. Joe R. R, Co. without a vote of the people, and such subscription is void. Ibid.

The K. C. & M. R. R. Co., though nominally a branch of the H. & St. Joe R. R. Co., is, in fact, an independent company, attempted to be organized under act of March, 21, 1868, (Sess. Acts 1868. pp. 90 and 91); and neither under that act, nor under any legislative authority existing when it was organized, could any subscription be made, by any county, to its stock or for its benefit, without a two-thirds vote of the qualified voters of such county. Ibid.

Where there is a total want of power in a municipal organization to make subscription to capital stock of a railroad company, bonds issued in aid of the same are void, even in the hands of an innocent purchaser. Ibid.

Township bonds; indemnifying bond; breach, 75.

Where a statute authorizes a county to issue its negotiable bonds, and makes it the duty of the county court "to levy a special tax of sufficient amount to pay the interest and principal of said bonds, as the same become due," the power of taxation, thus given, enters into and becomes a part of the obligation of the contract between the county and every holder of such bonds; and under the Constitution of the United States this obligation of the contract can not be impaired or lessened in any degree by the constitution or laws of the state afterwards enacted, United States v Jefferson Co., 130.

In such case it is the duty of the county court to levy, and cause to be collected, a tax sufficient in amount to pay the interest and principal of such bonds as the same matures, and if it does not perform its duty, it may be compelled to do so by mandamus. Ibid.

The bonds issued by the county court of Cape Girardeau county on behalf of Cape Girardeau township, under act of March 23, 1868, to aid in building the C. G. & St. L. R. R. are void. Ranney v, Bader, 188.

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Authority given to "any incorporated town" to subscribe to stock of railroad, etc., not limited to towns incorporated at date of act. Ibid.

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Mandamus may be issued to meet the exigencies of the case, as to county to levy portions of tax to pay bonds at stated period instead of all at one time, 312.

The Supreme Court of the United States having held the "Township Railroad Aid Act" of Missouri constitutional (Cass Co. v. Johnson, 5 Cent. L. J. 506), it is the duty of the circuit court to follow that judgment, notwithstanding the latter decision of the Supreme Court of Missouri to the contrary. Westermann v. Cape Girardeau Co., 353.

Where negotiable commercial securities are issued and negotiated *before* there is any decision by the courts of the state against the validity of the act authorizing their issue, the Supreme Court of the United States does not consider itself bound to follow a *subsequent* decision of the local courts invalidating such securities, but will decide for itself whether, under the constitution and laws of the state, such securities are valid or void. Ibid.

Where bond contained a recital on its face that it was issued to pay for a subscription to railroad, county can not be heard to say that the subscription recited was not made. Ibid.

Fact that the requirement of a two-thirds vote is contained in a provision of the constitution instead of being a legislative enactment, makes no difference. Ibid.

Mandamus will not lie to compel county courts to issue warrants on general revenue fund of county to pay judgments on railroad bonds. State v. Walker, 390.

MUNICIPAL CORPORATIONS.

[See also NEGLIGENCE.]

Power given to city to "license and regulate" trades, &c., confers power to enact license fees for purposes of revenue, 16.

But ordinance passed under this power must be reasonable, fair and in accordance with public policy; "sample sellers'" ordinance of San Francisco held unconstitutional, 16.

The liability of counties, cities and towns to pay back illegal taxes voluntarily paid. Editorial articles, 23, 43.

Kansas general incorporation act of 1875; limitation of existence; repeal; accounting among members, 76.

Power of municipalities to issue bonds, 216.

When vote of, amounts to a contract, 235.

Liable for nuisance when, 236.

Term "municipal corporations" in Wisconsin constitution does not include towns, 258.

Towns not authorized to purchase and hold tax certificates, 258.

The suability of counties in the national courts, 262.

Power of city to restrain nuisance outside city limits, 278.

City cannot repeal or change ordinance granting power to street railway company without its consent when, 316.

Legality of formation of school district cannot be inquired into in collateral proceeding, 41.

City ordinance requiring owners of property under penalty of fine to remove snow from sidewalk, held invalid. Gridley v. City of Bloomington, 428.

MURDER.

[See HOMICIDE.]

NATIONAL BANKS.

[See BANKS AND BANKING; CONSTITUTIONAL LAW.]

NATURALIZATION.

An alien, to be entitled to admission to citizenship, must first prove that he has behaved as a man of good moral character during *all* the period of his residence in the United States. *Re* Spenser, 84.

A person who commits perjury does not behave as a man of good moral character, and is not, therefore, entitled to citizenship. Ibid.

A pardon is prospective, and not retrospective in its operation; and while it absolves the offender from the guilt of his offense, and relieves him from the legal liabilities consequent thereon, it does not obliterate or wipe out the fact of the commission of the crime, so that it can not be made to appear on an application to be admitted to citizenship. Ibid.

NEGLIGENCE.

[See, also, EVIDENCE.]

Contributory Negligence.

To show contributory negligence, evidence admissible that at time of death deceased was in a position which he had warned others was dangerous, 15.

Injuries to infant; negligence imputable to father. Stillson v. H. & St. Joe R. R. (with note), 107.

Imputed negligence; comparative negligence, 233.

NEGLIGENCE—Continued.

That child four years of age strayed a distance of more than two blocks from home at play with other children, and was injured by falling into an unguarded excavation, not evidence of contributory negligence on part of parents. Hagan's case, 311.

What is sufficient to bar a recovery, 314.

One who is compelled to act in the presence of imminent danger can not be charged with contributory negligence because he did not choose the best means of escape, 357.

Person voluntarily attempting to pass over dangerous sidewalk guilty of, 358.

Contributory negligence in the loss of a ship; article from the *Irish Law Times*, 454.

In General.

The defendant put a dangerous spiked hurdle on a private road, over which he and others had rights of way. Some person, without the knowledge of the defendant, moved the hurdle a few yards on a dark night; the plaintiff, who was not a trespasser, without negligence and thinking to avoid the original position of the hurdle came into collision with it and was injured. *Held*, that the plaintiff could recover from the defendant Clark v. Chambers, 11.

Liability of agent to principal for negligence in executing orders, 22.

Negligence of party in allowing judgment by default will prevent relief though judgment excessive, 38.

Effect of over-payment through negligence, 57.

Liability of register for giving incorrect certificate, 121.

A license to use a driveway, until revoked, is as effectual to sustain an action for injuries received while driving thereon as would be proof that the driveway was a public or private way by grant or prescription, over which plaintiff had lawful right to drive. Thayer v. Jarvis, 166.

Action will lie for injury to adjoining proprietor by polluting his stream with water pumped from colliery. Sanderson v. Pennsylvania Coal Co., 189.

Liability of person who has built party wall for negligence of contractors in building it, 221.

Liability for damages caused by negligently driving unruly horse, 233.

Negligence in failure to present bank check, 258.

Liability for injury caused by child falling into dangerous excavation. Hagan's Case, 311.

Liability for overflow of water, 313.

Negligence of agent employed to exchange land by which exchange is lost bars his recovery for his services, 358.

Liability for injury caused by defective staging, 376.

Liability of persons having the possession and control of tenements for damage caused by water negligently allowed to escape, 381.

If a man knowingly plant on his own land and suffer to grow over the land of his neighbor a noxious tree, by which his neighbor's cattle are injured, an action will lie against him at the suit of such neighbor. Crowhurst v. Amersham Burial Board, 465.

A party performing a lawful act, or exercising a lawful right, is not responsible for injury arising therefrom, unless it be occasioned by his own negligence, carelessness or wantonness, and burden of proof on plaintiff, 478.

Negligence in making demand and protest of note. Query, 199; answers, 280, 320.

Master and Servant.

To bar recovery for injury to fellow-servant, sufficient if general scope of employment the same, 15.

"Driver boss" and "mining boss" in mine, fellow-servants, 15.

Of the liability of the master to his servant for injuries sustained through the negligence of a fellow-servant; article by W. H. Dickson, Esq., 55, 71.

Neither employee nor legal representative can recover for injuries, under the second section of the Missouri damage act, 118.

To entitle injured employee to recover under the third section of the Missouri damage act, employer must have known, or in the exercise of ordinary care could have discovered defect in the machinery causing the injury. Ibid.

Liability of master for injury to servant by fellow-servant; common employment, 212, 238, 315, 336, 356, 357, 358, 416, 421.

Risks assumed by employee, 238,

Injury to employee from dangerous machinery, 418.

When two persons are working for the same master for a common general object, there is no liability upon the master to answer to either of them for damages resulting from the negligence of the other, although the actual piece of work on which they were engaged is not the same. Charles v. Taylor, 451.

NEGLIGENCE—Continued.
The plaintiff was hired by a man, who had contracted to unload a coal barge at the defendant's brewery, to assist in unloading; he was paid by the defendants, and the defendants alone could discharge him. While employed in carrying coal he was injured through the negligence of the defendants' servants, who were moving barrels in the brewery. *Held*, that he could not recover. Ibid.
The liability of a person for damages arising from the negligence or malfeasance of another, in the performance of a lawful contract, is confined, in its application, to the relation of master and servant, or principal and agent,, and does not extend to cases of independent contracts not creating those relations, and where the employer does not retain the control over the mode and manner of executing the work under the contract. Carter v. Berlin Mills Co., 492.
The immediate employer of the agent or servant, who causes the injury, is alone responsible for it; to him only the rule *respondeat superior* applies. Ibid.
Municipal Corporations.
Where the board of commissioners of a county suffer the roads or bridges thereof to become out of repair, and any one is thereby injured, in person or property, without fault on his part, the county is liable to respond in damages for such injury. There is no difference in that respect between city and county corporations. House v. Commrs. of Montgomery Co., 127.
Not liable for injury caused by defect in highway produced by natural causes, unless it had notice of such defect, 137.
Liability of, for unauthorized acts of officers, 314.
Railroad Companies.
Fire from sparks from locomotive; proximate and remote cause, 58.
When persons attempt to cross a railway at an accidental opening between cars, not in a highway, nor so placed as to invite the belief that it was left open for persons to pass through, they do so at their own peril, 107.
The obligations, rights and duties of railroad companies, and travelers crossing them, are mutual and reciprocal, and no greater degree of care is required of one than the other. Ibid.
Railroad, as carrier of passengers, not liable for undiscoverable defects in car, 136; see also, 194.
Liability of railroad for defects, in case of injury to employee, 138, 305.
Not liable for killing stock where owner required by law to fence, 155.
Injuries done to stock in removing them from track, not within Kansas stock law, 196.
Petition for double damages for killing stock under 43d section of Mo. act, must state statutory essentials, 217.
Under Kansas stock law of 1874, no actual collision between animal and engine necessary, 135.
Fires caused by locomotives; proximate and remote cause. Peoppers v. M., K. & T. Ry., 252.
Liability of railroad for loss of passengers luggage, 281.
Fires caused by railroads; no inference of negligence from emission of sparks from locomotive, 316.
Liability to ticket holders, 336.
Where a railway procures its cars for the carriage of passengers from manufacturers of established reputation, and an injury occurs in consequence of hidden defects which examination by the company would not have discovered, company not responsible. G. R. & Ind. R. R. v. Huntley, 387.
Liable to the owner of the goods for any actual damages resulting from negligence, and recovery not limited by the valuation placed by the owner on the goods at the date of the shipment, 418.
Owner of goods may maintain action, though the owner is not the shipper. Ibid.
Missouri act giving double damages to owners of stock killed by railroads constitutional. Barrett v. A. & P. R. R. Co., 428.

NEGOTIABLE AND ASSIGNABLE PAPER.
If, in the transfer of negotiable paper, an indorsement is omitted through accident, mistake or fraud, a good title will pass by mere delivery, 1.
A bank bill is a promissory note, 19.
Party proposing to make conditional acceptance of bill of exchange in writing, must expressly state condition therein. Coffman v. Campbell, 26.
Acceptance of bill of exchange by telegram in following words: "Will pay A. Harper draft, $2,300 for stock," held unconditional. Ibid.
Where a lost note is indorsed: "Pay cashier First National Bank, Ottumwa, Iowa, or order," the maker has no right to demand indemnity upon payment, and a tender conditional upon such indemnity does not stop the accruing of interest, 38.
Payment of check; delay in presentment, 74.

NEGOTIABLE AND ASSIGNABLE PAPER—Continued.
Negotiable paper transferred as collateral security before maturity is subject to all equities then existing; and the maker is protected if before such transfer he has paid the note to the rightful holder, 99, 225.
Assignor of notes negotiable by statute, but not by the law merchant, warrants that maker is liable on note, and able to pay it; liability of assignor to assignee in such case can not exceed amount paid by assignee with interest, 117.
What is a "promissory note signed in the presence of an attesting witness" within the Massachusetts statute of limitations. G. S. c. 155, § 4, 137.
Alteration of note by adding word "annually" not material, 179.
Words in promisory note "trustees of schools" held merely *descriptio personarum*, 195.
Alteration of note with consent of maker does not void it, 236.
Person writing his name on back of note liable as original promisor; president of corporation indorsing note so liable, when, 235.
Extent of recovery on negotiable paper; article by A. H. K., 238.
Destroyed note; burden of proof, 234.
Provision in note for attorney's fee of $15 void as against public policy, 247.
Promissory note; contemporaneous parol agreement, 276.
In action by endorser on bill of exchange, drawer and acceptor can not defend on ground of unfulfilled parol condition, 278.
Personal liability of makers of corporation note. Aimen v. Hardin, 306.
Note where amount not certain not negotiable, 334.
In action by *bona fide* holder of bill of exchange against acceptor, defendant is not estopped from denying that he accepted the bill, if at the time when he accepted the bill there was no drawer's name inserted, but the draft of bill was obtained from him by the commission of crime, and a drawer's name subsequently filled in without defendant's knowledge or consent. Baxendale v. Bennett, with note by W. L. Murfree, Jr., 347.
Presumption that parties are liable only as endorsers, may be overturned by parol proof of their liability as joint makers or guarantors, 376.
Holder of negotiable paper, taking it before maturity for good consideration, in the usual course of business, without knowledge of facts impeaching its validity, holds it by a good title, and his recovery cannot be defeated because he took it under circumstances that ought to excite suspicion in the mind of a prudent man. Farrell v. Lovett, 411 and see 437.
The "execution" of a note is only its actual making and delivery, 419.
Neglect to prosecute for the unauthorized use of one's name on negotiable paper does not estop one from denying his liability on similar paper subsequently issued, 419.
Statute allowing the various parties to negotiable paper to be joined in one suit, does not change the nature of each one's liability, 419.
Waiver of demand and notice, 435.
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Liability of sheriff for proceeds of property attached, 459.
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Sureties on bond of officer not liable for his default during a previous term, 157.
Acceptance by county of mortgage from delinquent collector does not release such officer's sureties on his official bond, 317.
The official bond of a township treasurer was drawn up naming the principal and sureties, but was not signed by the principal and was accepted without the sureties' knowledge that it was not so signed. *Held*, that the sureties were discharged, 433.
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Waiver of opening argument to the jury, by plaintiff's counsel, if it leaves him the closing argument at all, confines it to a strict reply; *quære*, whether a mere violation of this rule, excepted to, would be sufficient to reverse a judgment. Ibid.
An indecent exposure, permitted on the trial, censured by the court. Ibid.
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Officers of court and witnesses being interested in costs of suit may object to compromise decree which would deprive them of judgment against solvent party for such costs, 41.
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It is the settled doctrine of courts of equity in this country, that a party holding the legal title to property involved in a judicial proceeding, must be made a party to the decree. Ibid.

Pleadings which are uncertain or ambiguous must be taken in a sense most unfavorable to the pleader. Foreman v. Bigelow, 430.

Where a bill in equity, by the assignee of a bankrupt corporation, sought to charge shareholders in respect of their shares, and alleged that there were three classes of shares fraudulently issued, but did not specify to which class the defendant's shares belonged, they were entitled to assume that their shares were of the class least open to objection. Ibid.

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Where statute allows service by publication in actions "brought" against non-residents, action must be fully "brought" before publication of notice; meaning of term, 213.

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A judge has jurisdiction in vacation, under section 2,923 of Iowa code, to issue an order directing the sheriff, in regard to the publication of notices of the sale of land on execution. Herriman v. Moore, 464.

A plaintiff has the right to select the newspaper in which notice of the sale of land on execution shall be published. Ibid.

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Unsettled partnership account cannot be set-off by one partner in action on his note, 276.

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Service on solicitor of subpœna to answer-cross bill, good in United States Courts in injunctions to try proceedings at law, and in cross-suits in equity where plaintiffs in each case reside out of the jurisdiction. Lowenstein v. Glidewell, 167.

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Plaintiffs in original bill may dismiss at any time before decree, unless cross-bill has been filed and service had, or appearance entered. Ibid.

Bill and cross-bill do not constitute one suit, and service of subpœna on defendants in cross-bill is necessary to bring them into court on such cross-bill, unless they voluntarily enter their appearance thereto. Ibid.

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Where a receiver has been appointed since the commencement of a suit against corporation, he will not be made a party defendant at suggestion of the plaintiff. If he desires, he can be allowed to defend upon making application therefor. Mercantile Ins. Co. v. Jayne, 67.

Suit can not be commenced against receiver without leave being first obtained from court appointing him. Hale v. Duncan, 146.

Statute of Mississippi, providing that receivers appointed by *any* court may be sued without leave of the court appointing or controlling them, can have no application to receivers appointed by courts of the United States. Ibid.

When appointment of receiver of insurance company authorized, 192.

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Receiver's certificates; powers of receivers to issue; rights and duties of holders. Bank of Montreal v. C. C. & W. R. R., 267.

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Application for removal of cause can not be made to an appellate court. *Re* Fraser, 227.

Word "party" in the act of 1875 is collective, and means all the plaintiffs and all the defendants: all on each side must be "citizens of different states" from those on the other side. Ibid.

A federal court has no jurisdiction in proceedings to establish a will. Ibid.

In an application for removal of a cause from a state to a federal court, the petition and bond must be filed "before or at the term at which the cause could be first tried, and before the trial thereof." Taylor v, Rockefeller, 349.

Federal court and not state court has the power to adjudge whether the case is a proper one for removal. Ibid.

Under act of 1875, although some of the formal or nominal plaintiffs and defendants may be citizens of the same state, still if it be shown that it is a controversy wholly between citizens of different states, and can be fully determined as between them, it may be removed. Ibid.

Section 634, Revised Statutes, as to removal to the United States Circuit Court of prosecutions against federal revenue officers in the state courts, constitutional. Findley v. Satterfield, 365.

REMOVAL OF CAUSES—Continued.

The provisions of said section apply to every case of a federal revenue officer indicted in a state court for an act done under color of the United States revenue laws, but charged to be in violation of the criminal law of the state, and are not restricted to cases where an attempt is made by a state legislature to nullify a law of the United States. Ibid.

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Authorities of county no power to offer a reward for the apprehension of a criminal. Hawk v. Marion Co., 204.

But board of supervisors may offer and pay reward for recovery of money stolen from county treasurer. Ibid.

A person who recovers part only of the money stolen, is entitled to a *pro rata* portion of reward. Ibid.

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Special damage not being the immediate consequence of publication, no action lies, 154.

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Admissibility in action for libel, of other libelous publications, 345.

A newspaper is never exempt from liability where other publications of libel would not be. Foster v. Scripps, 485.

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Where an officer is not elected by the public, but appointed by the municipal government, *e. g.*, a city or district physician, no libel against him is privileged except a *bona fide* representation made without malice to the proper authority complaining on reasonable grounds, 485.

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[See, also, OFFICIAL BONDS.]

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Clause 8, of section 8, article 1, Constitution of the United States, does not confer upon Congress the power to legislate upon the subject of trade-marks. Chapter 2, title 60, United States Revised Statutes, relating to trade-marks, is therefore unconstitutional. Leidersdorf v. Flint, 405.

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Devise to United States government, valid. Dickson v. U. S., 245.

Clause in will, "I order that $500 per year, for ten years, be paid over to my niece A," gives her an annuity and not a legacy of $500, payable in installments, 336.

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A court may determine that certain premises are not within the operation of a certain will without questioning the validity of such will, or the legality of the judgment admitting it to probate. Ibid.

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